THE HON'BLE SRI JUSTICE C.V. RAMULU

Monday, 20th November ,2006

W.P.Nos.15918, 15919 and 15897 of 2001

W.P.No.15918 of 2001

Between :

M/s. Evershine Monuments,
Lakshmipuram, Kuppam, Chittoor
District rep. by its Partner … Petitioner

and

Southern Power Distribution
Company of A.P. Limited,
Chittoor, represented by its
Managing Director holding his
Office at Tirupati, Chittoor
District & others … Respondents

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COMMON ORDER:

The subject matter that arises in all the Writ Petitions is one and the same; therefore, they are being disposed of by a common Order.

It appears that the petitioners are industries established by different partnership firms i.e. M/s. Evershine Granites Private Limited, Evershine Granites Monuments and Everyshine Granite Quarries. They are all located in one and the same compound and they have three separate electricity connections. The total contracted load comes to 640 HP. The ownership of all the three units is by one and the same firm. The services of all the three units are situated within one premises. Therefore, the respondents issued a notice dated 21-7-2001 asking the petitioners to convert the LT services to that of HT services within the prescribed period and if the same is not done, all the service Nos.451, 498 and 489 will be disconnected on 4-8-2001, without any further notice. Aggrieved by the same, these three Writ Petitions are filed.

A detailed counter affidavit has been filed by respondents 1 and 2 stating *inter alia* that once all the industries are located in one premises, as per Clause 27 of A.P. State Electricity Board Terms and Conditions of Supply, they have to be clubbed together under one HT. Therefore, the LT services of the three individual units are clubbed together and each unit has got more than 150 HT contracted load. When they are clubbed together, the contracted load would be 640

HP. When the contracted load exceeds 150 HP, it shall come only under HT tariff category II, in which event, the consumer shall pay developmental charges for obtaining HT services and shall pay CC charges and also CMD charges i.e., the maximum demand recorded during the month or 80% of the contracted demand, whichever is higher, as detailed in the schedule of retail tariff rates and terms and conditions of supply. When once the contracted load exceeds 150 HP, the 3rd respondent will not be entitled to hold the service within its jurisdiction and it shall handover the service to the 1st respondent. Even in the year 1987, the contracted load of the petitioners' unit has exceeded 150 HP. The allegation that the petitioners are making payment of consumption charges under HT category under protest and the supply remains under Lt category is not true and correct. Petitioners having suppressed the material facts about the contracted load under each service connection and also the fact that the total contracted load exceeded 150 HP, has come forward with false pleas.

No reply is filed to the said counter affidavit.

Once under Clause 27 of the A.P.S.E.B. Terms and Conditions of Supply, whenever a unit exceeds consumption of 150 HP , it is supposed to convert the electricity service connection into HT category. Further, in this case, all the three industries are located within one premises and the total contracted load is 640 HP. Therefore, it cannot be said that the impugned Proceedings passed by the respondents are arbitrary and illegal. The Writ Petitions are devoid of merits and are liable to be dismissed.

Accordingly, the Writ Petitions are dismissed. No order as to costs.

20-11-2006

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